

RESOLUTION NO. 25-0710-03

**RESOLUTION OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT APPROVING PARKS
AND RECREATION SPECIAL USE POLICY**

WHEREAS, Brushy Creek Municipal Utility District (the "District") is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Water Commission, now the Texas Commission on Environmental Quality ("TCEQ"), and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, pursuant to the foregoing authorization, the Board of Directors of the District previously established a policy relating to the Parks and Recreation Department Commercial, Large Group and Special Events Use Policy.

WHEREAS, the Board of Directors now desires to update and amend its Policy related to Commercial, Large Group and Special Events Use; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY, TEXAS, THAT:

Section 1. The matters and facts recited in the preamble to this Resolution are found to be true and correct and the same are incorporated herein as a part of this Resolution.

Section 2. The Revised Parks and Recreation Department Special Use Policy attached hereto as Exhibit "A" is hereby approved and adopted.

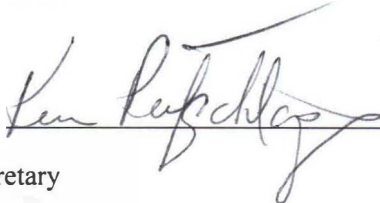
Section 3. The Board directs that the Revised Parks and Recreation Department Special Use Policy shall be effective for all purposes after adoption of this Resolution.

PASSED AND APPROVED this 10th day of July, 2025.



President

ATTEST:



Secretary

(SEAL)



Exhibit A
BRUSHY CREEK MUNICIPAL UTILITY DISTRICT
PARKS AND RECREATION DEPARTMENT

SPECIAL USE POLICY

1. Purpose, Findings, Application of Policy

- a. The purpose of this Policy is to set forth the policies of Brushy Creek Municipal Utility District (the “District”) with respect to making its park facilities available to third parties for Special Use Activities not sponsored or conducted by the District.
- b. For purposes of this Policy, “Special Use” refers to any activity conducted on District park or greenspaces that falls into one of the following categories: (i) a **Commercial Activity**, which includes any use connected to a commercial enterprise, whether or not compensation is received and regardless of for-profit or not-for-profit status; (ii) a **Large Group Activity**, defined as any gathering where 150 or more individuals may be present at one time; or (iii) a **Special Event**, which includes any other activity that does not meet the criteria of a Commercial Activity or Large Group Activity but is determined by the District to require regulation under this Policy due to its nature or potential impact.;
- c. The Board finds that the District’s parks, trails and greenspace areas exist for serving the park and recreational needs of the District and its residents and should be made available for Special Use conducted by others only upon satisfaction of the terms and conditions set forth in this Policy. The Board of Directors of the District reserves the right to enter into an agreement with any person or group regarding the use of District parks, trails and greenspaces regardless of whether the proposed activity to be undertaken constitutes a Special Use Activity under this Policy.
- d. This Policy shall not apply to events that are organized, sponsored, or managed by the District. For purposes of the Policy, an event shall be considered organized, sponsored, or managed by the District if the District is responsible for planning and conducting the event.

2. Legal Construction of Policy, Amendments

- a. Neither this Policy, its adoption by the Board of Directors (the “Board”), any amendment or supplement hereto, nor any statements made during meetings or consultations shall be construed as an agreement by the District to allow Special Use Activities, to be conducted within the District’s parks, trails and greenspaces. Each proposed Special Use Activity within the District will be considered and acted upon on its own merits after taking into consideration the proposed impact of the activity on the District’s facilities; the health, safety and welfare of other park users and surrounding

property owners; and other relevant circumstances. The District's authorization for any Special Use, will be evidenced only in the form of a written contract.

- b. This Policy may be amended and supplemented from time to time by the District whether or not requests for use of the District's parks, trails, and greenspace for Special Use Activities, are pending and regardless of any contract entered into by the District relating to such activity.

3. Legal Authority

- a. This Policy is being adopted pursuant to Chapters 49 and 54 of the Texas Water Code, as amended, which authorize the District to operate park facilities and to regulate privileges on lands owned or controlled by the District.

4. Prohibition on Special Use on District Parks, Trails and Greenspaces

- a. From and after the date of adoption of this Policy, no Special Use shall be undertaken in the District's parks, trails and greenspaces without the prior authorization of the District, which shall be set forth in the form of a contract to be entered into by the District and the person or entity seeking to engage in the Special Use. The contract shall set forth the terms and conditions pursuant to which the District authorizes a specific Special Use Activity to be undertaken in the District's parks, trails and greenspace areas.

5. Notice and Acknowledgement

- a. The sponsor or representative of any Special Use is subject to this Policy shall provide not less than 90 days notice thereof to the District so that a determination may be made as to what requirements, if any, may be applicable to the event for purposes of protecting the District's parks, trails and greenspaces and the health, safety and welfare of park users and adjacent property owners. In the event that such notice is not given to the District, then the District may withhold authorization for an event, or terminate an event, based upon other groups' or persons' use of the park during the event date, the nature of the event, and other relevant circumstances.

6. Unauthorized Special Use Activity

- a. The General Manager of the District and his/her authorized agents are hereby authorized to take any and all necessary and reasonable actions required to terminate any unauthorized Special Use Activities conducted within the District. By way of example, the District's authorized agent may require that any person or entity engaging in a Special Use, together with all guests and invitees, terminate the activity and leave the District's parks, trails and greenspaces immediately. Any person or persons who refuse to leave the parks, trails and greenspaces upon request shall be considered trespassers and shall be subject to legal action, forcible removal by peace officers, and/or criminal prosecution.

- b. Any violation of a contract setting forth the terms and conditions of use of the District's parks, trails and greenspaces shall be cause for immediate termination of the contract, in which event the Special Use shall cease immediately. The District shall also have all remedies available at law or in equity for any such breach of contract.

7. Application for Authorization

- a. Any person or entity seeking to engage in a Special Use Activity within the District's parks, trails and greenspaces must request prior authorization from the District. In connection with making such application, the person shall submit the following information to the District:
 - i. A description of the proposed Special Use Activity.
 - ii. The proposed date(s), times and location of the proposed Special Use Activity.
 - iii. The anticipated number of persons expected to participate in the Special Use Activity.
 - iv. Any other information requested by the District; and
 - v. Proof of Liability insurance.

8. Approval

- a. The approval of any request for authorization to conduct a Special Use Activity, within the District's parkland or greenspace areas shall be made in the District's sole and absolute discretion based upon consideration of all relevant facts and circumstances, including the impact of the proposed activity on the District's parks; impact on traffic and parking; conflicts with the District's park and recreational programming; conflicts with other park users; impact on availability of the park or greenspace areas to the public; whether the activity may interfere with the operation and maintenance of District parks, trails and greenspaces; impact of the activity on surrounding property owners; and other considerations.
- b. The District reserves the sole and absolute right to deny any request for authorization to conduct a Special Use Activity, on the District's parkland or greenspace areas, or to modify or terminate any prior authorization.
- c. Any previously approved entities submitting another Special Use Application and currently in good standing with the District, may be approved by the General Manager.

9. Conditions of Authorization

- a. In authorizing any Special Use Activity, the District may impose conditions on the proposed activity or event including, by way of example, requirements that the user secure liability insurance and name the District as an additional insured.

- b. All terms and conditions of approval shall be set forth in a contract to be executed by the applicant. Further, each Special Use Activity shall be subject to the terms, conditions and requirements of this Policy.

10. Compensation

- a. In recognition of the fact that the District residents and customers pay for the costs of development, improvements, operation and maintenance of the District's parks, trails and greenspaces, any person or entity conducting a Special Use Activity generally shall be required to provide payment to the District for the privilege to conduct a Special Use Activity in the District's parklands.
- b. The terms and amount of compensation shall be set forth in the contract to be entered into authorizing the Special Use Activity. For Special Use Activities that include a charge to persons who participate in the activity or otherwise provide payment to the enterprise, the District will generally require payment in an amount equal to ten percent (10%) of the revenues collected by the person or entity that conducts the Special Use Activity, or a lump sum amount determined by the District based on the size, nature, duration, and impact of the activity on the District's parks, trails and greenspaces.
- c. For Special Use Activities that do not include the collection of any payment by persons that participate, the contract will include a lump sum payment that must be made as a condition of approval. In the alternative, the District may waive payment based upon the nature of the proposed activity, including whether it promotes the District's governmental purposes and functions.

11. Reservations

- a. The District's pavilions may be reserved for a Special Use up to twelve (12) months in advance of the event. Event organizers must call the District to reserve a pavilion for an event and fill out the Special Use Application.

12. Standard Terms and Conditions

- a. Availability to the General Public
 - i. Except as otherwise agreed by the District, all District parks, trails and greenspaces and facilities shall remain available to members of the public during Special Use Activities.
- b. Cleanup
 - i. Except as otherwise specified by the District, all Special Use shall clean up all trash and debris, and repair any damage to the District's facilities, immediately upon conclusion of the event.
- c. Release, Hold Harmless and Indemnification

- i. All event sponsors, by signing the Special Use Policy Application, release, acquit, and forever discharge in full the District, and its individual officers, directors, employees, agents, contractors and representatives, and their respective successors, heirs, executors, legal representatives and assigns (collectively, the "Released Parties") from any and all claims, causes of action, judgments, expenses, costs, losses, obligations and other liabilities of any kind whatsoever, at law or in equity, known or unknown, which it may have against any one or more of the Released Parties for, upon or by reason of any matter, cause or thing whatsoever arising out of or in connection with the event.
 - ii. All event sponsors, by signing the Special Use Policy Application, hereby agree and covenant not to sue or prosecute any claims against the Released Parties for, upon or by reason of any matter, cause or thing whatsoever arising out of or in connection with the event.
 - iii. All event sponsors hereby agree to protect, indemnify, defend and hold the Released Parties free and harmless from and against any and all liabilities, losses, damages, costs, claims, expenses, liens, demands and causes of action of every kind and character occurring or anywhere incident to, in connection with, or arising out of, the following:
 - a. Breach of the foregoing covenant not to sue;
 - b. Breach of any term or condition of this Policy; and
 - c. Injury to any person or damage to any property as a result of, related to, arising out of, or in any way incident to, the Special Use Activity.
- d. Alcoholic Beverage Consumption/Sales
- i. The selling of alcoholic beverages at Special Use Activities or on District lands is specifically prohibited. Any violation of this provision will result in the immediate closure of the event and termination of privileges.
 - ii. Participants of the event are expected to comply with the BCMUD's policy prohibiting excessive alcohol consumption.
 - iii. Additional details are outlined in the District Alcohol Policy, which will be reviewed upon request and booking.
- e. Gambling
- i. Any form of gambling or game of chance, unless expressly permitted by law and subject to approval, is prohibited.

13. Special Conditions Applicable to Special Use Activities

- a. For purposes of protecting the District's parks, trails and greenspaces and the health, safety, and welfare of park users, the District may impose additional conditions of use upon Special Use. The applicability of any such requirements will be based upon the anticipated number of persons at an event, the nature of the event, the date and time of occurrence of an event, its potential impact on the District's park and greenspace facilities and neighboring property owners, past experiences with the group or similar groups, and other relevant circumstances. Upon receipt of notice of a Special Use, the District's park staff will review the proposed event and determine which controls, if any, shall apply to the event. Potential controls include the following:

- i. Fees

- a. The District may require a non-refundable fee for use of its Parks
 - b. Fees will be based on participation:
 - a. 150 -249: \$200
 - b. 250-499 people: \$350
 - c. 500-999 people: \$500
 - d. 1000-1499 people: \$850
 - e. 1500-2000 people: \$1000
 - c. If an event is expecting over 500 participants, the District shall require proof from Williamson County of the Mass Gathering Permit or a letter stating that a permit is not required
 - d. Misrepresentation of number of participants may result in forfeiture of damage deposit

- ii. Deposits

- a. The District will require a damage deposit for each event based upon the potential impact on District facilities. The damage deposit shall be a minimum of \$200 and will vary based on the information provided in the Special Use Application

- iii. Duration of Event and Times of Use

- a. The District will specify the maximum duration of an event, along with the times of commencement and termination thereof.

- iv. Security, Safety and Emergency Services

- a. The event sponsor may be required to provide one or more certified peace officers during the entire duration of the event.
- b. The District may require the Special Use sponsors to provide one or more first aid stations and/or emergency medical technicians.
- c. All costs incurred under this section shall be borne by the sponsor of the event.

v. Parking

- a. The District may require and enforce a parking plan to ensure proper vehicular ingress and egress.
- b. Motorized vehicles are not permitted in parks, trails, or greenspace areas, except for limited mobility-related use by individuals with disabilities as permitted under ADA guidelines (e.g., electric wheelchairs, mobility scooters). Unauthorized use of motorized vehicles is subject to enforcement

vi. Insurance

- a. The District may require the Special Use sponsors to provide proof of valid comprehensive general liability insurance in which the District is named as an additional insured.

vii. Solid Waste Plan/Portable Toilets

- a. The District may require that Special Use sponsors arrange for additional solid waste receptacles and/or portable toilets for the event. The standard is one toilet per 75 people.

viii. Noise Control and Sound System Policy

- a. The District will require the preparation and enforcement of a Noise Plan for all amplification devices.
- b. In the event that any Special Use creates excessive noise or sound levels that may interfere with the use and enjoyment of property by neighbors, the District may impose sound controls at the event, or discontinue the continued use of amplification devices.**

ix. Electricity

- a. Electrical outlets are available throughout Cat Hollow Park. The District may require a list of items to be plugged in to each outlet.

- b. Any damage to the electrical outlets as well as the electrical box may result in loss of deposit as well as additional fees for repairs.

- x. Sport Courts

- a. Sports courts cannot be reserved for the sole use of the Special Use Activity.
- b. No equipment or vehicle is allowed on any of the District's sports courts (tennis, basketball, volleyball, etc.).

- xi. Site Plan

- a. A site plan may be required with specific locations for:
 - i. EMS stations
 - ii. Stages, booths, tents, and signage
 - iii. Portable toilets
 - iv. Electrical plug-ins
 - v. Any other information requested by the District

